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manager

AGREEMENT BETWEEN
THE TOWNSHIP OF LOWER, CAPE MAY COUNTY
AND
THE LOWER TOWNSHIP SUPERIOR OFFICERS ASSOCIATION

January 1, 2000
Effective Dates: through
December 31, 2003

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PREAMBLE

This Agreement entered into this ____ day of _____, 2001, by and between the Township of Lower, in the County of Cape May, New Jersey, a Municipal Corporation of the State of New Jersey, (hereinafter called the "Township" or "Employer") and The Lower Township Superior Officers Association, (hereinafter called the "LTSOA"), affiliated with Local 59 of the New Jersey Patrolman's Benevolent Association, Inc. ("PBA Local 59").

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ARTICLE 1 - RECOGNITION, DEFINITIONS

A. The Township hereby recognized the LTSOA as the exclusive majority representative for all Captains and Lieutenants in the Police Department of the Township of Lower within the meaning of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1.1 et seq.

B. When used in this Agreement, the following capitalized terms shall have the meanings set forth below:

- i. "Act" shall mean the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq.
- ii. "Administrative Code" shall mean Chapter II of the "Revised General Ordinances of the Township of Lower, 1974 (hereinafter also referred to as the "General Ordinances").
- iii. "Chief of Police" shall mean the Chief of the Police Department with those duties and responsibilities as set forth in the Township's Administrative Code.
- iv. "Police Department" shall mean the Township of Lower Police Department.
- v. "Police Headquarters" shall mean the main office for the Police Department located at the Cape May County Airport complex in Lower Township, New Jersey.
- vi. "Superior Officer(s)", "Member(s)" and/or "Employee(s)" shall mean all Captains and Lieutenants of the Police Department. These terms shall also be defined to include the plural as well as the singular and to include males and females.

ARTICLE 2 - LEGAL REFERENCE

A. Nothing contained herein shall be construed to deny or restrict to any Superior Officer such rights as he may have under any other applicable laws and regulations. The rights granted the Superior Officer hereunder shall be deemed to be in addition to those provided elsewhere.

B. The provisions of this Agreement shall be subject and subordinate to and shall not annul or modify existing applicable provisions of State and local laws except as such particular provisions of this Agreement modify existing local laws.

ARTICLE 3 - MANAGEMENT RIGHTS

A. The Township hereby retains and reserves unto itself, without limitations, all powers, rights authority, duties and responsibilities conferred upon and vested in it prior to the signing of

this Agreement by the laws and Constitution of the State of New Jersey and of the United States.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection with the implementation thereof shall be limited only by the specific and express terms of this Agreement and by the Act.

ARTICLE 4 - LTSOA REPRESENTATIVES

A. Accredited representatives of the LTSOA may enter Police Headquarters or the Office of the Chief of Police at reasonable hours for the purpose of observing working conditions or assisting in the adjustment of grievances. When the LTSOA decides to have its representatives enter the Police Headquarters or Office of the Chief of Police, it will request such permission from the appropriate Township representatives and such permission will not be unreasonably withheld, as long as there is no interference with the normal operations of the business of Township government or with the normal duties of the Township's employees.

B. During collective negotiations with the Township, authorized LTSOA representatives, not to exceed two, shall be excused from their normal work duties to participate in mutually scheduled collective negotiation sessions that are reasonable and necessary and shall suffer no loss of regular pay.

C. Each member of the LTSOA collective bargaining committee shall be provided a copy of the present contract in its entirety.

ARTICLE 5 - RETIREMENT

A. Employees shall retain all pension rights under the New Jersey law and General Ordinances, as defined in Article 1.

B. Just prior to retirement, an Employee shall receive in a lump sum, all unused vacation time which has accumulated in the year of retirement, prorated in accordance with Paragraph E of Article 9, and immediately preceding calendar year, together with all compensatory or other time off due him, or time off at the Employees' option but, in either case, subject to approval of Chief of Police and the Township Manager. If the lump sum option is not approved, the Employee shall be paid the amount due in equal monthly installments over a period not to exceed 12 months. For purposes of this paragraph B, other time off shall not include terminal leave set forth in paragraph C below of this Article 5.

C. Upon regular retirement, an Employee will receive a terminal leave benefit based upon the cash value of accumulated unused sick leave to a maximum of 180 days. The Employee shall have the option to be paid the accumulated sick leave (i) in a lump sum in cash (subject to the limitations set forth in Paragraph E below) or (ii) as regularly scheduled pay checks until fully exhausted. For Employees hired on or after January 1, 2000, the maximum terminal leave benefit will be \$12,000.00.

D. Each retiring Employee shall notify the Township of their intention to retire 30 days prior to January 1 of the year of retirement, except in an emergency. If the Employee fails to notify the Township of his intent to retire prior to January 1 of the year of retirement, the Township shall have the right to defer payment of amounts due pursuant to Paragraphs B and C of this Article 5 until the next succeeding calendar year, but no later than March 1 of such succeeding calendar year.

E. The Employee shall have the option to defer the receipt of the amounts due pursuant to Paragraphs B and C of this Article 5, in whole or in part, to the next succeeding calendar year after retirement by notifying the Township, not less than 30 days prior to retirement.

ARTICLE 6 - LEAVE OF ABSENCE

A. Family/Medical Leave of Absence will be granted in accordance with the provisions of the Federal Family and Medical Leave Act ("FMLA") and the New Jersey Family Leave Act ("NJFLA") and the regulations promulgated thereunder. Under the provisions of these statutes, the Employee is entitled to twelve (12) weeks of leave during a twelve (12) month period, which leave may be extended at the request of the Employee, upon good cause shown, for up to a total of six (6) months including the initial twelve (12) week period. The Employee shall be entitled to leave for the Employee's own serious health condition, or the need to care for a spouse, child or parent with a serious health condition. In addition, the Employee may take leave to care for a parent, child or parent-in-law. The circumstances under which leave may be taken vary depending on the type of leave requested and the Employer will grant leave in accordance with the provisions of each statute, the regulations issued for each statute, and judicial decisions interpreting the requirements of each statute. If the Employee takes FMLA or NJFLA leave, the Employee may, at the Employee's option use accrued sick leave, vacation and other administrative leave during the FMLA or NJFLA leave. The Employer retains all rights to require proper certification from a health care provider pursuant to all Applicable Laws. Any other leave of absence shall be granted in the sole and absolute discretion of the Township Manager and shall not be for a period in excess of six (6) months.

B. Any unpaid leave of absence granted because of illness or disability will not result in cessation of insurance, health and welfare benefits set forth in Article 12. The Employee shall not earn any seniority during the period of such leave of absence, and there will be no additional accrual of vacation, sick and personal days during the period of such leave of absence.

C. As to any unpaid leave of absence granted for any reason other than illness or disability, the Township shall have sole discretion to determine if such leave will result in a cessation of insurance, health and welfare benefits during such leave of absence. The Employee shall not earn any seniority during the period of such leave of absence, and there will be no additional accrual of vacation, sick and personal days during the period of such leave of absence.

D. Unless otherwise specifically set forth in this Agreement to the contrary, all of the provisions of the New Jersey Department of Personnel Regulations concerning leaves of absence, as set forth in Title 4A of the New Jersey Administrative Code, Chapter 6, Subchapter 1, as applied to State service, shall apply to the Superior Officers.

E. Before an Employee goes on FMLA or NJFLA leave without pay, the Employee shall be entitled to use all of the sick, vacation and personal days which have been credited to the Employee at the beginning of the year. The Employee also acknowledges that sick, vacation and personal days are not earned during any FMLA or NJFLA leave or any other unpaid leave of absence. Accordingly, (i) if an Employee on such leave does not return to work, he shall reimburse the Employer for the paid sick, vacation and personal days used in excess of his prorated entitlements as set forth in Paragraphs 9E, 11E and 15C of this Agreement; or (ii) if an Employee on such leave does return to work, the sick, vacation

and personal days to be credited in the future shall be reduced by such days used in excess of his prorated entitlements.

ARTICLE 7 - DEDUCTIONS FROM SALARY

A. The Township agrees to deduct from the salaries of the Employees, subject to this Agreement, dues for the LTSOA. Such deductions shall be made in compliance with N.J.S.A. 52:14-15.9(e), as amended. Said monies together with records of any collections shall be transmitted to the LTSOA office during each month following the monthly pay period in which deductions were made.

B. If during the life of the Agreement there shall be any change in the rate of membership dues, the LTSOA shall furnish to the Township written notice in a timely manner, prior to the effective date of such change and shall furnish to the Township new authorization from its members showing the authorized deduction for each Employee.

C. The LTSOA will provide the necessary "check-off authorization" cards submitted by the LTSOA to the Township.

ARTICLE 8 - WORK WEEK - OVERTIME

A. All Superior Officers shall be expected, if the Employer deems it necessary, to work a minimum of 40 hours per week, on a schedule established by the Chief of Police.

B. Nothing herein contained shall infringe on or limit the power or duty of the Employer to act to provide for the health, safety or welfare of the Township in an emergency situation through special emergency directives pursuant to N.J.S.A. 40A:14-118.

C. As management, the Superior Officers shall not be entitled to overtime pay regardless of the number of hours worked in any day or week.

D. Nothing contained herein shall limit or infringe on the power of the Employer, pursuant to N.J.S.A. 40A:14-118 and subject to the operational control and day to day management of the Chief of Police, to adopt policies, rules and regulations to (i) establish reporting procedures for all Superior Officers and (ii) require the scheduling of Superior Officers for special assignments, functions and events within the Township; provided, however, that the actual schedule will be determined by the Chief of Police.

F. On or before the second pay period after the execution and ratification of this Agreement by both parties, the Employer shall pay to the Employees all unpaid compensatory time at the year 2000 hourly rate, determined by dividing the amount for such year on Exhibit A attached hereto by 2,080, and then increasing such amount by the longevity factor for the year 2000. Beginning in the year 2001, there will be no additional overtime or compensatory time accrued by the Employees.

G. Superior Officers may be permitted to work non-operational off-duty assignments and be compensated at the rate of time and one-half his hourly rate (determined by dividing his base salary plus longevity by 2080); provided, however, that such additional compensation is subject to the Township receiving funding from an outside source, such as a federal or state grant or other reimbursement from an outside source for such off-duty assignment. Off-duty assignments do not include emergencies and may not be accumulated as compensatory time.

ARTICLE 9 - VACATIONS

A. Each Superior Officer shall be permitted to exercise his annual vacation period between January 1 and June 30 and the first Tuesday after Labor Day and December 31, except as set forth in Paragraph B below.

B. Superior Officers will also be permitted to take vacation between June 30 and the first Tuesday after Labor Day; provided, however, that such vacation shall be not longer than one week. Disputes concerning summer vacations shall be grievable but not arbitrable.

C. The annual vacation period for Superior Officers shall be as follows:

| | |
|-------------------------------------|------------------------|
| Up to first year of working service | 1 day per month worked |
| After 1 year and up to 5 years | 12 working days |
| After 5 years and up to 10 years | 15 working days |
| After 10 years and up to 15 years | 20 working days |
| After 15 years | 25 working days |

The years of working service for the purposes of this Paragraph C shall mean years worked as a Superior Officer, Patrolman or Sergeant in the Police Department.

D. Notwithstanding Paragraphs A and B of this Article 9, vacation leave must be taken during the current calendar year at such time as permitted or directed by the appointing authority unless the appointing authority determines that it cannot be taken because of the pressure of work. Any vacation leave accruing in any calendar year which is unused by an Employee within that calendar year must be used within the following calendar year or it shall be lost to the Employee.

E. Vacation leave entitlements for the entire year shall be credited to the Employee at the beginning of each calendar year in anticipation of continued employment for the full year. In the event the Employee terminates employment, takes a leave of absence, or has any other change in status where such leave is not earned for a portion of the year, the Employer shall recover the prorated value of vacation leave, and if the Employee utilizes more leave than is earned, he shall be required to reimburse the Employer for the value of the used, but unearned, leave. For the purposes hereof, the prorated value of the vacation leave shall be determined by (i) dividing the number 52 by the number of full weeks in such year as of the date of such termination of employment, leave or change in status, then (ii) multiplying such fraction by the total number of vacation days credited at the beginning of such year, and then (iii) subtracting the vacation days used in such year.

ARTICLE 10 - HOLIDAYS

A. Employees shall be entitled to the following 15 holidays:

New Years Day
Martin Luther King Day
Lincoln's Birthday
President's Day
Good Friday
Memorial Day

Fourth of July
Labor Day
Columbus Day
General Election
Veteran's Day
Thanksgiving
Day after Thanksgiving
Christmas Day
Employee's Birthday

B. Employees actually working on above legal holidays will not receive any additional compensation, but shall be entitled to equal time off for such holiday worked within the same calendar year. Any such time off accruing in any calendar year which is unused by an Employee within that calendar year must be used within the following calendar year or it shall be lost to the Employee.

ARTICLE 11 - SICK LEAVE

A. Service Credit For Sick Leave.

(i) All permanent Employees shall be entitled to sick leave with pay based on their aggregate years of service as Superior Officers, Patrolmen or Sergeants within the Police Department.

(ii) Sick leave may be utilized by Employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease.

(iii) If an Employee in the line of duty is incapacitated and unable to work because of an injury, he shall be entitled to injury leave with full pay during the period in which he is unable to perform the duties, as certified by the Township's doctor. Such payment shall immediately be discontinued when an Employee is placed on disability pension.

B. Amount of Sick Leave.

(i) The minimum sick leave with pay shall accrue to any full-time Employee on the basis of 16 days per year.

(ii) Any amount of sick leave allowance not used in any calendar year shall accumulate to the Employee's credit from year to year to be used if and when needed for such purpose.

(iii) An Employee shall not be reimbursed for accrued sick leave at the time of termination of his employment. Upon termination, the Township shall certify to the Department of Civil Service, the Employee's accumulated sick leave which shall be made a part of the Employee's record.

(iv) The Township may, at its option, but only upon the Employee's request, annually buy back up to five days of unused sick leave in January of any calendar year; provided that the Employee has not used more than five sick days in the preceding calendar year ending December 31. The purchased sick leave shall reduce the terminal leave benefit in days or hours due to the Employee at the time of retirement pursuant to Paragraph C of Article 5.

C. Reporting Of Absence On Sick Leave.

(i) If an Employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified prior to the Employee's starting time.

(ii) Failure to so notify his supervisor may be cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action.

(iii) Absence without notice for five consecutive days shall constitute a resignation pursuant to Civil Service Regulations.

D. Verification of Sick Leave.

(i) An Employee who shall be absent on sick leave for three or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness. The Township may require proof of illness of an Employee on sick leave, however, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.

(ii) In case of leave of absence due to exposure to contagious disease, a certificate from the New Jersey Department of Health shall be required.

(iii) The Township may require an Employee who has been absent because of personal illness, as a condition of his return to duty to be examined, at the expense of the Township, by a physician of the Township's choice. Such examination shall establish whether the Employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees of the Township.

E. Sick leave entitlements for the entire year shall be credited to the Employee at the beginning of each calendar year in anticipation of continued employment for the full year. In the event the Employee terminates employment, takes a leave of absence, or has any other change in status where such leave is not earned for a portion of the year, the Employer shall recover the prorated value of sick leave, and if the Employee utilizes more leave than is earned, he shall be required to reimburse the Employer for the value of the used, but unearned, leave. For the purposes hereof, the prorated value of the sick leave shall be determined by (i) dividing the number 52 by the number of full weeks in such year as of the date of such termination of employment, leave or change in status, then (ii) multiplying such fraction by the total number of sick days credited at the beginning of such year, and then (iii) subtracting the sick days used in such year.

ARTICLE 12 - INSURANCE, HEALTH & WELFARE

A. The Township shall provide the following health benefits for all permanent and provisional Employees working 30 hours per week or more, and their dependents, beginning on the first day of the third month after two months of active employment.

(i) A health plan with basic medical benefits and major medical benefits as generally set forth in the Employee Health Plan booklet dated 4/15/96 ("Employer Health Book"), with the following adjustments:

- a. \$5 co-payment for in-network physician office visits and for in-network outpatient services visits.
- b. \$25 co-payment for in-network emergency room visits.
- c. The above in-network co-payments will be capped at \$200/person/year, or \$400/family/year.
- d. Out-of-network deductibles and 20% co-payments will be capped at annual maximums of \$600/person and \$1,200/family.

(ii) An alternative HMO for those who prefer HMO membership.

(iii) A prescription drug plan as generally set forth in the Employee Health Book, with the following adjustments:

- a. \$5 co-payment for brand name prescriptions.
- b. \$3 co-payment for generic prescriptions.
- c. \$0 co-payment for mail order prescriptions.
- d. Prescription co-payments will be capped at \$200/year/person or \$400/year/family.

(iv) Dental plan with payment limitations as follows:

| | |
|--|------|
| Preventative maintenance, etc. | 100% |
| Diagnostic | 100% |
| Restorative treatment | 85% |
| Endodontics and periodontics | 85% |
| Orthodontics | 85% |
| Prosthodontics-fixed and removed | 85% |
| Oral surgery-Includes extraction and other oral surgery procedures usually employed by a dentist, including pre-and post-operative care. | 85% |

Maximum Benefit: \$1,200 per person in the 2000 calendar year and \$1,250 for each calendar year thereafter, for the term of this Agreement; \$2,800 lifetime maximum per person for orthodontic service, increasing to \$2,900 in the 2001 calendar year, for the term of this Agreement. There shall be a zero deductible.

(v) A vision care plan with benefits payable only once every 24 months, as follows:

| | <u>Year 2000</u> | <u>Years 2001, 2002 and 2003</u> |
|----------------------|------------------|--|
| Vision Analysis | \$ 65 | \$ 70 |
| Single Vision Lenses | 55 | 60 |

| | | |
|--------------------|----|-----|
| Bifocal Lenses | 70 | 75 |
| Multi focal Lenses | 85 | 90 |
| Contact Lenses | 95 | 100 |
| Frames | 70 | 75 |

(vi) These benefits to start, in their amended form, upon execution of this Agreement by both parties, and continue for the life of this Agreement, subject to the provision in Paragraph D below.

(vii) The Township presently insures the benefits set forth in this Paragraph through a plan entitled "Blue Cross Direct Access, Policy No. 0181933" (the "Township Policy"). In the event that the Township Policy does not fully cover any of the benefits that are required under the Employer Health Book, the Township will reimburse the Employees for the expenses which are not so covered. Nothing contained herein, however, shall prevent the Township from changing or otherwise modifying the benefits set forth in the Township Policy provided that the Employees continue to receive the benefits contained in the Employer Health Book.

(viii) The Employer Health Book is hereby incorporated into this Agreement as if set forth in full and by this reference is made a part hereof.

B. The Township shall provide the following health benefit coverage for retired Employees up to 65 years of age:

(i) Eligibility

a. Employee retires at age 62 or older with at least 15 years service with the Township.

b. Employee retires before age 62 with at least 20 years service with the Township and 25 years of service credit as required under N.J.S.A. 40A:10-23.

c. Coverage is for the retired Employee, spouse and dependents, but only for as long as they remain dependents.

(ii) Benefits

All benefits set forth in Paragraphs A(i) through A(viii) above.

(iii) Coordination of Benefits

If retired Employee takes a job with an employer who provides health benefits, he/she must obtain primary coverage thereunder, and the Township will be the secondary insurer. When the Employee is no longer employed by the subsequent employer, all health benefits provided by the Township hereunder shall be restored as primary benefits under this section. If the retired Employee's spouse has or takes another job which provides health benefits, the Employee's spouse may or may not accept primary health benefits from such employer. If he/she accepts such benefits, the Township will be the secondary insurer. The failure of the spouse to accept primary health benefits from his/her employer shall result in a waiver of health benefits by such spouse hereunder. In the event the Employee's spouse

is no longer employed, all health benefits provided by the Township hereunder shall be restored as primary benefits under this section.

C. The Township shall provide the following health benefits coverage for retired Employees who have reached the age of 65:

(i) Eligibility

a. Employee retired at age 62 or older with at least 15 years continuous service with the Township at the time of retirement.

b. Employee retired with at least 20 years service with the Township, not necessarily continuous, and 25 years of service credit as required under N.J.S.A. 40A:10-23, at the time of retirement.

c. Employee retired at age 65 or older but with less than 15 years service with the Township, shall be allowed to participate in any Township group plans for supplemental Medicare Insurance, (if the Township provides one) and prescription program as long as the Employee pays the premiums.

d. Coverage is for retired Employee and spouse, both of whom have reached 65. When one Employee or spouse reaches 65, the other will continue to receive coverage as described under Paragraph B, until he/she also reaches 65.

(ii) The Township shall provide health benefits to retirees age 65 and over as follows:

a. The retiree shall be offered enrollment in a group health insurance plan maintained by the Township. The Township reserves the right to a plan for this purpose that will include the benefits presently contained in the AmeriHealth 65 Medicare & Choice Plan (the "Supplemental Plan"). If the Employer is unable to provide the Supplemental Plan or the cost of providing the Supplemental Plan exceeds the amount set forth in subsection (ii)(b) below, the Employer will not be obligated to provide such Supplemental Plan and its obligation will be limited to subsection (ii)(b) below.

b. The retiree may choose not to enroll in the Supplemental Plan maintained by the Township, in which case the retiree shall be paid the sum of \$648.29 to defer the cost of obtaining alternate health insurance. If married, an additional \$648.29 shall be paid for the retiree's spouse. Such amounts shall be adjusted annually commencing January 1, 2001 by the percentage of wage increases set forth in this Agreement. The increases for the term of this Agreement shall be as follows:

| <u>Year</u> | <u>Amount</u> |
|-------------|---------------|
| <u>2001</u> | \$671.63 |
| <u>2002</u> | \$695.80 |
| <u>2003</u> | \$720.85 |

c. Regardless of whether or not the retiree elects to participate in the group health insurance plan maintained by the Township, the Township shall maintain coverage for retirees aged 65 and over in the Township's vision, dental and prescription plans, to the extent benefits are not duplicated.

(iii) If retired Employee takes a job with an employer who provides health benefits, he/she must obtain primary coverage thereunder, and the Township will be the secondary insurer. When the employee is no longer employed by the subsequent employer, all health benefits provided by the Township hereunder shall be restored as primary benefits under this section. If the retired Employee's spouse has or takes another job which provides health benefits, the Employee's spouse may or may not accept primary health benefits from such employer. If he/she accepts such benefits, the Township will be the secondary insurer. The failure of the spouse to accept primary health benefits from his/her employer shall result in a waiver of health benefits by such spouse hereunder. In the event the Employee's spouse is no longer employed, all health benefits provided by the Township hereunder shall be restored as primary benefits under this section.

D. The Township reserves the right to change third party administrators and/or health plans as long as the benefit levels set forth in this Article (including retirees) are equal or greater. The Township agrees that should the change result in less coverage, the Township will make up the difference to the affected individual.

E. When both husband and wife are Township employees, family coverage will be provided under only one contract, with the supplemental benefit of 100% coverage for vision and dental, and 100% reimbursement of in- and out-of-network deductibles and co-payments.

F. When an Employee's spouse works for another employer with family health benefits, then the Employee may waive health insurance coverage under the Township's plan in favor of coverage under the spouses' plan. In this event, the Township will annually award a \$1,500 cash payment in December of that year in lieu of enrolling the Employee in the Township's plan. An Employee who waives coverage shall be permitted to resume coverage under the same terms and conditions as apply to initial coverage if the Employee ceases to be covered through his/her spouse for any reason, including, but not limited to, the retirement or death of the spouse, or divorce.

G. There will no longer be a medical fund to reimburse deductibles, co-payments, or other out-of-pocket expenses, except to reimburse for co-payments that exceed the caps in any calendar year, as set forth in Paragraph A above.

H. The provisions of this Agreement do not affect the health benefits coverages of Employees who retired prior to the effective date of this Agreement, all of which benefits are to be determined by prior contracts in effect at the time of retirement; provided, however, that prior retirees may opt for coverage under the terms of this Agreement during the enrollment period, as long as they meet the eligibility criteria contained herein.

I. The Township shall continue to provide a \$10,000 life insurance policy on the Employee's life only, in addition to the insurance provided by the State pension plan.

J. Whenever a Superior Officer is a defendant in any action or legal proceeding arising out of, or incidental to the performance of his duties, the governing body of the Township, subject to the limitations set forth in the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., shall provide said Superior Officer

with necessary means for the defense of such action or proceeding, but not for his defense in a disciplinary proceeding instituted against him by the Township or in a criminal proceeding instituted as a result of a complaint on behalf of the Township. If any such disciplinary or criminal proceeding instituted by or on complaint of the Township shall be dismissed or finally determined in favor of the Superior Officer, he shall be reimbursed for the expense of his defense. In the event that this Paragraph is brought into effect, the Superior Officer involved shall request legal representation from the Township in writing as soon as he is a defendant in such action. Within five days, the Township will respond in writing assigning the Superior Officer's legal representation. If the affected Superior Officer objects to the assigned legal representative, he may request a meeting with the Township's Manager and Solicitor in order to discuss and resolve any issues regarding this representation.

K. In the event a Superior Officer is killed in the line of duty, health insurance coverage for his surviving spouse shall be continued until remarriage of such spouse, and for any surviving children until the age of 18. This coverage shall include any and all health insurance benefits subsequently negotiated by the LTSOA for its Members.

L. When an Employee is required to use his own vehicle, for work related duties, he shall be compensated at the mileage rate published by the Internal Revenue Service plus tolls.

M. The parties acknowledge that, at the time of the negotiation and execution of this Agreement, a dispute is pending between the Township and PBA Local 59 with regard to medical insurance coverage and a change in the medical insurance provider for Department Patrolmen and Sergeants, which dispute has resulted in a grievance filed by PBA Local 59 on behalf of the Patrolmen and Sergeants. That grievance is outstanding at the time of this Agreement. If, as a result of that pending grievance, the medical insurance provider for the Patrolmen and Sergeants is changed, the Township hereby agrees to use that medical insurance provider for Superior Officers under this Agreement.

ARTICLE 13 - EXCHANGE OF DAYS OFF

The Chief of Police, or his designee, may grant the request of any permanent Member of the Department, to exchange hours, duties or days off. Such requests, if granted, shall be on a uniform basis with standard rules and regulation established by the Chief of Police and applying to all permanent members of the Department who make such requests. Such requests may not be arbitrarily or unreasonably withheld.

ARTICLE 14 - CLOTHING ALLOWANCE

A. Each Superior Officer shall have a complement of the following uniforms and equipment:

UNIFORM AND EQUIPMENT ISSUE LIST

| ITEM | REQUIRED |
|----------------|----------|
| Overcoat | 1 |
| Jacket | 2 |
| Shirt L.S. | 5 |
| Shirt S.S. | 6 |
| Pants - Winter | 5 |

| | |
|-------------------------|-----------|
| Pants - Summer | 5 |
| Hat Uniform | 2 |
| Cap - Fur | 1 |
| Cap - Tactical | 1 |
| Neckties | 3 |
| Raincoat w/Cap Cover | 1 |
| Jumpsuit Tactical | 2 |
| Vest Protective | 1 |
| Cool-Shirt | 2 |
| Sam Brown Belt Complete | 1 |
| Pistol Automatic | 1 |
| Flashlight SL-20 | 1 |
| Boots - Rain | 1 |
| Badge | 3 |
| Shield | 2 |
| Name Tag | 2 |
| Whistle w/Chain | 1 |
| Tote Bag | 1 |
| Handler 12 | 1 |
| Gas Mask | 1 |
| Shoes | 3 |
| Handcuffs | 1 |
| Sweater | 1 |
| Mace | as needed |

Any item included in the list above will be replaced by the Township upon proof of the items disrepair or upon proof that the item is worn out. Any such replacement shall be approved by the Chief of Police, subject to the fiscal policies established by the Township.

B. The Township shall provide a clothing allowance annually to Superior Officers assigned to detectives and the Captain for the acquisition of all equipment and footwear utilized in the course of their duties. The allowance for each year during this Agreement shall be \$750.00 for Superior Officers assigned to detectives and \$375.00 for the Captain.

C. For the year 2000, each Superior Officer received an allowance for his purchase of the items listed below:

- Binoculars
- Glasses (sun)
- Jacket Badges
- Off-duty Holsters
- Gun Cleaning Kit
- Summons Book Cover
- Metal Clip Boards
- 9mm and 12 Gauge Ammunition
- Police Tote Bag
- Cool Shirts
- I.D. Wallets

Business Cards
Riot Helmets (police type)
New Jersey Statute Books (criminal law)

This allowance shall not be provided for any year after 2000.

ARTICLE 15 - TIME OFF

- A. Each Employee shall be granted six personal days off annually with no loss of compensation. These days shall be requested at least 72 hours before the requested time off. Requests for such time off shall not be unreasonably denied.
- B. All personal days must be used in the calendar year earned and shall not be carried over to any succeeding calendar year.
- C. Personal leave entitlements for the entire year shall be credited to the Employee at the beginning of each calendar year in anticipation of continued employment for the full year. In the event the Employee terminates employment, takes a leave of absence, or has any other change in status where such leave is not earned for a portion of the year, the Employer shall recover the prorated value of personal leave, and if the Employee utilizes more leave than is earned, he shall be required to reimburse the Employer for the value of the used, but unearned, leave. For the purposes hereof, the prorated value of the personal leave shall be determined by (i) dividing the number 52 by the number of full weeks in such year as of the date of such termination of employment, leave or change in status, then (ii) multiplying such fraction by the total number of personal days credited at the beginning of such year, and then (iii) subtracting the personal days used in such year.

ARTICLE 16 - GRIEVANCE PROCEDURE

A. Purpose.

(i) The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment of Superior Officers.

(ii) Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the Chief of Police.

B. Definition.

(i) For purposes of Steps One, Two and Three of Paragraph C as set forth below, the term "grievance" shall be defined to mean any controversy arising from the interpretation, application or violation of policies, agreements, and administrative decisions affecting a member of the bargaining unit.

(ii) For purposes of Step Four of Paragraph C as set forth below, the term "grievance" shall be defined to mean any controversy arising from the interpretation or adherence to the terms and conditions of this Agreement.

(iii) Any grievance may be raised by any member of the bargaining unit or by the LTSOA

(iv) In relation to the grievance procedure as outlined in Subsection C infra, the term "working days" are defined as the time period from Monday through Friday inclusive.

C. Steps Of The Grievance Procedure.

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent:

(i) Step One:

a. An aggrieved Employee shall institute action under the provisions hereof within 30 working days of the occurrence of the grievance, and an earnest effort shall be made to settle the differences between the aggrieved party and the Chief of Police or his designee, for the purpose of resolving the matter informally. Failure to act within the said 30 working days shall be deemed to constitute an abandonment of the grievance.

b. The Chief of Police, or his designee, shall render a decision within ten working days after receipt of the grievance.

(ii) Step Two:

a. In the event the grievance is not settled through Step One, the same shall be reduced to writing by the LTSOA and signed by the aggrieved and filed with the Township's Manager within ten working days following the determination of the Chief of Police .

b. The Township's Manager, or his representative, shall render a decision in writing within ten working days from the receipt of the grievance.

(iii) Step Three:

a. In the event the grievance has not been resolved through Step Two, then within ten working days following the determination of the Township's Manager, the matter may be submitted to the Township Council.

b. The Township Council shall review the matter and make a determination within ten working days from the receipt of the grievance.

(iv) Step Four:

a. If the grievance is not settled through Steps One, Two or Three, either party may refer the matter to the Public Employment Relations Commission ("P.E.R.C.") within ten working days after the determination by the Township Council. An arbitrator shall be selected pursuant to the Rules of P.E.R.C.

b. No arbitration hearing shall be scheduled sooner than 30 calendar days after the final decision of the Township Council. In the event the aggrieved elects to pursue Civil Service

Procedures, the arbitration hearing shall be canceled and the matter withdrawn from arbitration. The LTSOA shall pay whatever costs may have been incurred in processing the case to arbitration.

c. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be binding upon the parties.

d. The costs for the services of the arbitrator shall be borne equally between the Township and the LTSOA. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

D. Miscellaneous.

(i) A grievance may be instituted at the lowest step having the power to resolve it.

(ii) Failure to respond at any step in this procedure by the Township shall be determined to be a negative response, and upon the termination of the applicable time limits, the grievant may proceed to the next step.

E. No Strike Pledge.

The LTSOA covenants and agrees that during the term of this Agreement neither the LTSOA nor any person acting in its behalf will cause, authorize, or support, nor will any of its Members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any Employee from his position, or stoppage or work or abstinence in whole or in part from the full, faithful and proper performance of the Employee's duties of employment), work stoppage, slowdown, walkout or other illegal action which interferes with the full and complete normal operation of the government of the Township. The LTSOA agrees that such action would constitute a material breach of this Agreement.

ARTICLE 17 - AWARDS COMMITTEE

There is hereby established an awards committee composed of the Chief of Police, a designated member of Council and one representative of the LTSOA. This committee shall have the authority to award certificates of commendation to Superior Officers performing outstanding heroic acts. Recipients of such awards shall also receive a maximum of two days off with no loss of pay.

ARTICLE 18 - PERMISSION TO LEAVE THE TOWNSHIP

The Employees may leave the Township during time off without receiving permission unless instructed otherwise during any specific emergency situation.

ARTICLE 19 - WAGES

A. Salaries for Employees shall be as set forth in Schedule A annexed hereto. All retroactive salary increases shall be payable on the second pay period following the execution of this Agreement by both parties; provided, however, that any retroactive salary increase paid pursuant to this Paragraph shall be reduced by an amount equal to any overtime paid to the Employee for holidays during 2001.

- B. All salary increases will be given on each subsequent January 1st.
- C. Employees shall receive longevity pay in accordance with their years of service as follows:
- 2% of base pay after 5 years of service
 - 4% of base pay after 10 years of service
 - 6% of base pay after 15 years of service
 - 8% of base pay after 20 years of service
 - 10% of base pay after 24 years of service

The years of working service for the purposes of this Paragraph C shall mean years worked as a Superior Officer, Patrolman or Sergeant in the Police Department.

ARTICLE 20 - COLLEGE CREDITS

- A. The Township shall pay for college credits taken as part of a program leading to an Associates or Bachelor's degree in police science in an accredited institution of higher learning in the amount of \$20.00 per college credit. Other credits in police related courses paid for during 1976 shall be paid for at a rate of \$10.00 per credit. Should a State law be passed providing additional money for such credits, the additional funds shall be added to the amounts paid by the Township.
- B. Where the Township requires an Employee to attend schooling and pays the tuition therefor, any college credits earned shall not be compensable under Paragraph A above.
- C. The maximum amount of this benefit is not to exceed \$750.00 to any one Employee in a calendar year.
- D. For any Employee who received in excess of \$750.00 for college credits for any year prior to 1982, said Employee shall be limited to that amount received for any subsequent calendar year. The purpose of this Paragraph is to grandfather the amount of college credit payment any Employee received prior to January 1, 1982.

Illustration

An Employee received payment for college credits in the amount of \$1,250.00 for 1981. For the year 1982, he shall receive no more than \$1,250.00. An Employee received payment for college credits in the amount of \$500.00 in 1981. For the year 1982, he may receive up to a maximum of \$750.00 in college credits if he has earned more college credits in the interim between 1981 and 1982.

ARTICLE 21 - SAVINGS BONDS

Upon written authorization, the Township shall deduct appropriate amounts so specified by the Employee from his pay check to be used in purchasing savings bonds for said Employee.

ARTICLE 22 - COURT TIME

A. Should it become necessary for any Employee to appear in any court when not on duty as a result of a matter arising out of his duties as a Superior Officer, he shall not be entitled to any additional compensation or time off.

B. Any retired Superior Officer required to appear in any court in cases where the Township is a party and the retired Superior Officer shall be called as a witness shall be entitled to compensation for such court time at an hourly rate based upon the salary payable to such retired Superior Officer at the time of his or her retirement. In order to be entitled to compensation for such court time, the retired Superior Officer shall be required to provide a voucher to the Township along with documentation of the time spent in court related to the retired Superior Officer's testimony. Such compensation shall be limited to time actually spent in court, and shall not include other expenses. Notwithstanding the foregoing, no retired Superior Officer shall be entitled to compensation for court time in any action brought by that retired Superior Officer against the Township.

ARTICLE 23 - POLICE RIGHTS

A. The Superior Officers hold a unique status as public officers in that the nature of their office and employment involves the exercise of a portion of the police powers of the Township.

B. The wide ranging powers and duties given to the Police Department and its members involve them in all manners of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of the members of the Police Department. These questions may require investigations by the superior officers. In an effort to ensure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

(i) The interrogation of a member of the Police Department shall be at a reasonable hour, within the light of all circumstances involved, preferably when the member of the Police Department is on duty.

(ii) The Superior Officer shall be informed of the nature of the investigation before any interrogation commences. If the informant or complainant is anonymous, then the Superior Officer shall be so advised. Sufficient information to reasonably appraise the member of the allegations should be provided. If it is known that the member of the Force is being interrogated as a witness only, he should be so informed at the initial contact.

(iii) The questioning shall be reasonable in length. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls, and rest periods as are reasonably necessary.

(iv) The Superior Officer shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as in inducement to answering questions. Nothing herein shall be construed to prevent the investigating Superior Officer from informing the member of the possible consequences of his act.

(v) If a Superior Officer is under arrest or is likely to be, that is, if he is a suspect or the target of a criminal investigation, he shall be given his rights pursuant to the current decisions of the United States Supreme Court.

(vi) If a Superior Officer, as a result of an investigation is being charged with a violation of the rules and regulations or is about to be so charged, he shall be afforded an opportunity to consult with counsel, or LTSOA representatives before any further interrogation.

(vii) If any Superior Officer is being charged with a violation of the rules and regulations, the preliminary notice of disciplinary action shall be filed with the Township's Clerk no later than 45 days from the date of the Township learns that said member has committed the violation in question. - Failure to file said preliminary notice within the allotted 45 days shall act as a bar to the bringing of said charges.

ARTICLE 24 - FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject to negotiations. During the terms of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 25 - SEPARABILITY AND SAVINGS AND APPLICATION

A. If any provision of the Agreement or any application of this Agreement to said employee or group of employees is held to be invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

B. In the event the invalid provision afforded a direct economic benefit, the parties shall meet and negotiate a new provision reflecting equal cost.

ARTICLE 26 - MAINTENANCE AND MODIFICATION OF WORK RULES

A. All conditions of employment relating to wages, hours of work, and general working conditions contained in the rules and regulations of the Police Department, General Ordinances, or Resolutions of the Township pertaining to Superior Officers, or directives from the office of the Chief of Police, which are of universal application within the Police Department, currently in effect, shall be maintained for the life of this Agreement.

B. Proposed new rules or modifications of existing rules governing working conditions, as set forth above, which are not exclusively within the discretion of management, shall be negotiated with the majority representative prior to implementation.

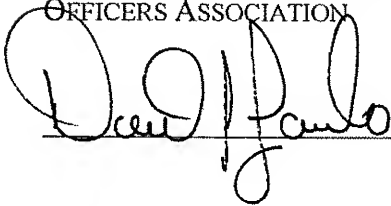
ARTICLE 27 - TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 2000, and shall remain in effect up to and including December 31, 2003 without any reopening date except as to any provision specifically stated. This Agreement shall continue in full force and effect from year to year thereafter, unless one

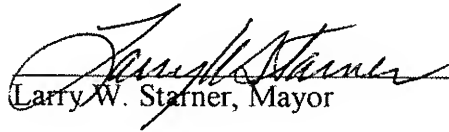
party or the other gives notice, in writing, no sooner than 150 days nor later than 90 days prior to the expiration date of this Agreement of a desire to change modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at the Township of Lower, New Jersey, on this 16 day of July, 2001.

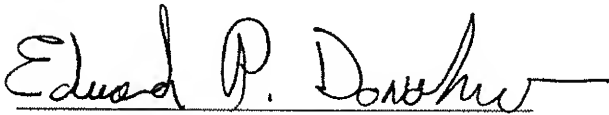

THE LOWER TOWNSHIP SUPERIOR
OFFICERS ASSOCIATION



TOWNSHIP OF LOWER
LOWER TOWNSHIP, NEW JERSEY


Larry W. Starnes, Mayor

ATTEST:


_____
Charlotte Anderson Asst.
Charlotte Anderson Township Clerk

SCHEDULE A

| | <u>2000</u> | <u>2001</u> | <u>2002</u> | <u>2003</u> |
|------------|-------------|-------------|-------------|-------------|
| | 3.60% | 3.60% | 3.60% | 3.60% |
| Lieutenant | \$62,818.00 | \$69,692.00 | \$72,200.00 | \$74,800.00 |
| Captain | \$66,872.00 | \$74,190.00 | \$76,860.00 | \$79,627.00 |